

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
CASE NO. 1:10-cv-00564-MRB

LEXMARK INTERNATIONAL, INC.  
Plaintiff

v.

INK TECHNOLOGIES PRINTER SUPPLIES, LLC  
*et al*  
Defendants

**STIPULATED PERMANENT INJUNCTION, CONSENT JUDGMENT, AND  
DISMISSAL WITH PREJUDICE**

This matter is before the Court on the stipulated motion of Plaintiff, Lexmark International, Inc. (“Lexmark”) and Defendant IJSS Inc. (d/b/a TonerZone.com Inc. and Inkjet Superstore) (hereinafter “IJSS”) for entry of Stipulated Permanent Injunction, Consent Judgment and Dismissal With Prejudice, having agreed to a compromise and settlement of this action.

**IT IS HEREBY FOUND, ORDERED, ADJUDGED WITH CONSENT OF  
THE PARTIES** that:

1. IJSS, is, or has been, in the business, among other things, of selling remanufactured and compatible toner cartridges in the United States and in foreign countries for use in Lexmark laser printers, including in the business, among other things, of manufacturing, remanufacturing, and/or refilling toner cartridges for use in Lexmark laser printers, including E120; E220; E230/232/234/238/240; E320/322; E321/323; E330/332; E340/342; and E250/350/352/450 laser printers (the “Accused Cartridges”);

2. Lexmark owns and has standing to sue for infringement of United States Patent Nos. 5,337,032; 5,634,169; 5,758,231; 5,758,233; 5,768,661; 5,802,432; 5,875,378; 5,995,772; 6,009,291; 6,078,771; 6,397,015; 6,459,876; 6,487,383; 6,496,662; 6,678,489; 6,816,692; 6,871,031; 6,879,792; 7,139,510; 7,233,760; and 7,305,204 (the “Lexmark Patents”);

3. IJSS agrees not to contest the validity and enforceability of the Lexmark Patents.

4. IJSS’s importation and/or sale in the United States of (i) compatible cartridges suitable for use in E120; E220; E230/232/234/238/240; E320/322; E321/323; E330/332; E340/342; and E250/350/352/450 laser printers has been alleged by Lexmark to infringe at least the claims of the patents set forth in the table below; and (ii) remanufactured and/or refilled E120; E220; E230/232/234/238/240; E320/322; E321/323; E330/332; E340/342; and E250/350/352/450 laser printers toner cartridges first sold outside of the United States infringe at least the claims of the patents set forth in the table below. IJSS has denied that it infringes any valid and enforceable claim of the Patents-in-Suit.

Patents-in-Suit	IJSS Toner Cartridges				
	E120	E23x/E24x/ E33x/E34x	E25x/ E35x/E45x	E320/ E322	E220 and E321/E323
<b>5,634,169</b>				32,36,42	32,36,42
<b>5,758,231</b>		1-16	1-16	1-16	1-16
<b>5,995,772</b>				14,15,22,32	14,15,22,32
<b>6,078,771</b>	1,5,6,10, 12,13,15	1,5,6,10, 12,13,15	1,5,6,10, 12,13,15	1,2,5,6,10, 12,13,15	
<b>6,397,015</b>				1,2,17,19	1,2,17,19
<b>6,487,383</b>		5,6			
<b>6,496,662</b>			1,3,5,7		
<b>6,678,489</b>		5-6	5-6		

Patents-in-Suit	IJSS Toner Cartridges				
	E120	E23x/E24x/ E33x/E34x	E25x/ E35x/E45x	E320/ E322	E220 and E321/E323
<b>6,816,692</b>	1-3,5,7, 8,10,13				
<b>6,871,031</b>		1,3,5,8,10	1,3,5,8,10		
<b>6,879,792</b>		1-11	1-11		
<b>7,139,510</b>			1,6		
<b>7,233,760</b>			1-10		
<b>7,305,204</b>		1,7,14,15	1,7		

5. Except as permitted in Paragraphs 6, this Court permanently enjoins IJSS as well as those persons or companies in active concert or participation with any of the foregoing who receive actual notice of the order by personal service or otherwise from making, using, selling, offering for sale or importing into the United States Accused Cartridges that infringe any of the above-identified patent claims or are not colorably different from the Accused Cartridges.

6. Nothing herein limits or shall be construed to limit in any way IJSS's activities with respect to toner cartridges in which Lexmark's patent rights have been exhausted. Further, nothing herein limits or shall be construed to limit in any way IJSS's activities with respect to any Lexmark Patents that have expired, lapsed, are no longer enforceable, or have found to be invalid by a court of competent jurisdiction. Finally, nothing herein limits or shall be construed to limit in any way IJSS's activities outside the United States.

7. IJSS consents to personal jurisdiction by this Court, consents to venue in this District, and waives services of process for this action. Should this Court for any reason fail or decline to enter this Stipulated Permanent Injunction, the

foregoing consents to jurisdiction and venue, and waiver of service of process, shall be null and void *ab initio*.

8. This Court retains jurisdiction over Lexmark and IJSS to the extent necessary to enforce the terms of this Stipulated Permanent Injunction, Consent Judgment, and Dismissal With Prejudice.

9. This Stipulated Permanent Injunction, Consent Judgment, and Dismissal With Prejudice shall be binding upon and shall inure to the benefit of Lexmark and IJSS as well as each of their respective subsidiaries, corporate parents, affiliates, and/or successors and assigns.

10. All claims between Lexmark and IJSS are hereby dismissed with prejudice, with each party to bear its own costs and attorneys' fees.

Dated: April 12, 2011

By: s/Michael R. Barrett  
United States District Court Judge

HAVE SEEN AND AGREED TO ON APRIL 11, 2011,  
TO BE ENTERED:

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